ming v. St. Paul D. R. Co., 27 Minn. 111. The English courts, however, hold that the maxim, "Volenti non fit injuria," does not apply when the injury arises from a direct breach of a statutory obligation. *Braddeley v. Granville*, L. R., 19 Q. B. 423. This rule has been adopted in Illinois, Missouri, Ohio and Indiana. There is also a difference of opinion when the statute is for the protection of the employee. The English rule is that the maxim has no application. *Groves v. Lord Wimborne*, 2 Q. B. 402. The Massachusetts rule, which seems to be much the better, is that when an employee continues in his employment, knowing that his employer is breaking the statute, he waives all right to claim under the statute. *O'Maley v. South Boston Gaslight Co.*, 158 Mass. 135. Many States follow the Massachusetts rule, including Iowa and New York. *Ford v. Railway Co.*, 106 Iowa 85. *Ryan v. Long Island Railroad*, 51 Hun. 607.

INSURANCE—INSURABLE INTEREST—SOLE OWNERSHIP.—STEINMEYER V. STEINMEYER, 42 S. E. 184 (S. C.).—*Held*, an insurance policy requiring sole and unconditional ownership is not void when taken out by the grantee of realty by deed of gift, though the deed has been adjudged void as against the grantor's creditors.

The existence of a lien on property is not a breach of a condition in a fire policy requiring sole and unconditional ownership in the assured. *Friezer v. Allemania Fire Ins. Co.*, 30 Fed. 352; *Strong v. Manufacturer's Ins. Co.*, 27 Mass. 40. Where fact of a pending litigation affecting the premises insured was not communicated to the insurer at the time of executing the policy, the policy is not thereby vitiated. *Hill v. Lafayette Ins. Co.*, 2 Mich. 476; *Lang v. Hawkeye Ins. Co.*, 74 Iowa 673.

LEGISLATIVE AUTHORITY TO ERECT STRUCTURES—ABUTTING OWNER'S RIGHTS.—PAPE V. N. Y. & H. R. R. Co., 77 N. Y. SUPP. 725.—Defendant by authority of the legislature constructed a viaduct in a public street occupying more than the previous road-bed. The structure interfered with the easements of light, air, and access of abutting property owners. *Held*, such construction is a trespass. Van Brunt, P. J., *dissenting*.

The weight of authority upholds this decision. *Reining v. R. R. Co.*, 128 N. Y. 157. The governing principle was stated in *Lewis v. R. R. Co.*, 162 N. Y. 202, that where easements are interfered with, even though by governmental authority, the injured parties must be compensated. However, it was held in *Fries v. R. R. Co.*, 169 N. Y. 270, that when a company is obliged under act of the legislature to build a viaduct in place of a depressed cut, it commits no trespass in carrying out the work. But this attempted distinction between a mandatory and a permissive statute, is unsound when the rights of third parties are violated.

LIFE INSURANCE—SUICIDE—SANITY—RATIONAL INTENT—SUPREME LODGE MUT. PROTECTION V. GELBKE, 64 N. E. 1058 (ILL.).—Where there was an agreement that the company should not be liable in case of insured's death from suicide, sane or insane, *held*, that if the insured committed the act causing his death voluntarily, understanding the physical nature of his act, and intending to take his own life, the company was exempt whether the intent was rational or not.

The distinction pointed out in this case is generally accepted in the United States. *May, Ins.* (3rd ed.), vol. 1, secs. 307, 324; *Bigelow v.*